

## ATTACHMENT 8

## ADDITIONAL CONTRACT TERMS AND CONDITIONS

## ARTICLE IV. TERMINATION.

The following new paragraph is added:

- iv) Response to termination. After notice of termination is received, whether with or without cause, and initiated by either Party, the Contractor shall receive all fees due and payable from the City as of the date of termination plus an additional month service fee to cover the costs of the removal of Contractor equipment and all other exit costs of the service from the City building.

## ARTICLE V. REMEDIES OF THE CITY.

The following new paragraph is added:

No portion of the fees paid to Contractor in connection with the performance of the Services shall be returnable or refundable upon termination of this Contract, whether such termination is by City or by Contractor. The liability of ATN to City or any other party for any damage caused by failures, delays, omissions, interruptions in transmission, or for any other damages arising out of the use or provision of the Service shall be limited to an allowance for the time period for which the service was interrupted equal to the pro-rated fee for that time period.

## ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

The following new paragraphs are added:

**Confidentiality.** For purposes of this Article XII, "Owner" means the Party disclosing Proprietary Information, "Recipient" is the Party receiving Proprietary Information, and "Proprietary Information", "Confidential Information", and "Trade Secrets" shall have the respective meanings below. City and ATN acknowledge and agree that during the term of this Contract each Party will have access to, and disclose to the other, Proprietary Information. Each Party acknowledges that the loss of competitive advantage due to unauthorized disclosure or unauthorized use of Owner's Proprietary Information will cause great injury and harm to the Owner.

Except as may be otherwise provided for in this Contract, Recipient covenants and agrees that Recipient shall not, without the prior written consent of Owner, or as set forth herein, directly or indirectly: disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, transmit, or transfer to others Owner's Proprietary Information, or any portions thereof, by any means or in any form, except (A) to those of Recipient's employees or representatives who require access to Owner's Proprietary Information and have signed an agreement to comply with the use and non-disclosure restrictions stated in this Contract, and (B) pursuant to a subpoena or as required by law, provided that prior to any such disclosure, Recipient shall notify Owner in writing of the circumstances requiring such a disclosure and shall cooperate with Owner to obtain a protective order to protect

the Proprietary Information, or make use of the Proprietary Information other than as expressly permitted under this Contract.

The obligations under this Section 8 shall survive the termination of this Contract, (i) in respect of that portion of Owner's Proprietary Information that consists of Trade Secrets for as long as such Owner's Proprietary Information remains a Trade Secret under District of Columbia law and (ii) in respect of that portion of Owner's Proprietary Information that consists of Confidential Information for a period of three (3) years after the effective date of the termination of this Contract.

For purposes of this Section, the following definitions apply:

"Confidential Information" means information, other than Trade Secrets, that the Owner marks as "Confidential" or which by its nature would reasonably be considered of a confidential nature, including, but not limited to, licensing strategies, advertising campaigns, product ideas, future business plans, information regarding executives and employees, the terms and conditions of this Contract and any data or information defined herein as a Trade Secret, but which is determined by a court of competent jurisdiction not to rise to be a trade secret under applicable law. Confidential Information shall not include information which (a) was in the Recipient's lawful possession prior to the disclosure, (b) is or becomes publicly known through publication or otherwise through no wrongful act of the Recipient, (c) was received from a third party without similar restriction on disclosure and without breach of this Contract, or (d) is approved for release or use by written authorization of the Recipient.

"Proprietary Information" means collectively, Confidential Information and Trade Secrets.

"Trade Secrets" means information in any form which derives economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Trade Secrets may include: (1) any useful process, machine, chemical formula, composition of matter, or other device which (A) is new or which Recipient has a reasonable basis to believe may be new, (B) is being used or studied by Owner and is not described in a published patent or in any literature already published and distributed externally by the Owner, and (C) is not readily ascertainable from inspection of a product of Owner; (2) any engineering, technical, or product specifications including those of features used in any current product of Owner or to be used, or the use of which is contemplated, in a future product of Owner; (3) any application, operating system, communication system, or other computer software (whether in source or object code) and all flow charts, algorithms, coding sheets, routines, subroutines, applets, libraries, compilers, assemblers, design concepts, test data, documentation, or manuals related thereto, whether or not copyrighted, patented or patentable, related to or used in Owner's business; and (4) information concerning the customers, suppliers, products, pricing strategies of Owner, personnel assignments and policies of Owner, or matters concerning the financial affairs and management of Owner or any parent, subsidiary, or affiliate of Owner.

#### ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

The second paragraph is deleted and replaced with the following paragraph:

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of five years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of Achive Telecom Networks held on June 23, 2004 at which time all voted that Victor E. Gapo, Chairman of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such Person Victor E. Gapo under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY.  
ATTEST:

Victor E. Gapo

PLACE OF BUSINESS:

40 Shawmut Rd, Suite 200

Canton, MA 02021

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of Achive Telecom Networks and that

Victor E. Gapo is duly elected  
Chairman

of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

G.E. Christodoulo  
(Clerk's Signature)  
GEORGE E. CHRISTODOULO  
(CORPORATE SEAL)

THE CITY OF CHELSEACERTIFICATE OF NON-COLLUSION  
MANDATORY

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated: Feb 24, 2005Achieve Telecom Network  
Name of Company or CorporationVito E. Gatto  
Authorized Official's Signature

BIDDERS MUST SUBMIT THIS FORM FULLY COMPLETED WITH EACH BID.

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

State tax paid to MAusing 32-0061935 Social Security No.  
Federal Tax I.D. No.Vito E. Gatto  
Signature of Individual submitting bid or proposal  
Achieve Telecom Network  
Name of business

## FUNDING COMMITMENT REPORT

Service Provider Name: Achieve Telecom Network of MA, LLC  
SPIN: 143026761  
Funding Year: 2005

Name of Billed Entity: CHELSEA SCHOOL DISTRICT

Applicant Street Address: 500 BROADWAY

Applicant City: CHELSEA

Applicant State: MA

Applicant Zip: 02150

Entity Number: 120548

Preferred Mode of Contact: EMAIL

Contact Person's Name: Miguel Andreotolia

Contact Information: miguelan@bu.edu

Form 471 Application Number: 447884

Funding Request Number: 1232738

Funding Status: Funded

Category of Service: Telecommunications Service

Site Identifier: 25 0354 00482

Form 470 Application Number: 113560000534763

Contract Number: MIM

Billing Account Number: 617-899-8400

Service Start Date: 07/01/2005

Contract Expiration Date: 06/30/2006

Number of Months Recurring Service Provided in Funding Year: 12

Annual Pre-Discount Amount for Eligible Recurring Charges: \$46000.00

Annual Pre-Discount Amount for Eligible Non-Recurring Charges: \$150.00

Pre-Discount Amount: \$45150.00

Applicant's Discount Percentage Approved by SLD: 80

Funding Commitment Decision: \$36120.00 - ERN approved as submitted

FCDL Date: 06/27/2005

Wave Number: 001

Form W-9

Rev. March 1994

Department of the Treasury  
Internal Revenue ServiceRequest for Taxpayer  
Identification Number and CertificationGive form to the  
requester. Do NOT  
Send to the IRS.

Name (First name, last first and middle initial) (Name of the person or entity which requester you enter in Part I below. See instructions on page 2 if your name has changed.)

*Achieve Telecom Network*

Business name (See proprietors see instructions on page 2.)

Print or type

Please check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other 

Address (number, street, and apt. or suite no.)

*40 Stewart Rd. Suite 200*

City, state, and ZIP code

*Canton, MA 02021*

Requester's name and address (optional)

City *DE Chelsea*  
500 Broadway  
Chelsea, MA 02150

List account numbers here (optional)

Please

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
<input type="text"/> + <input type="text"/> + <input type="text"/>

OR

Employer identification number
<i>32400614135</i>

## Part II For Payee Exempt From Backup Withholding (See Part II Instructions on page 2)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number for I am waiting for a number to be issued to me; and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of undeclared interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part II Instructions on page 2.)

Sign  
hereSignature *Victor E. Beller*Date *7-18-05*

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester—the person requesting your TIN—and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- You do not certify to the requester that you are not subject to backup withholding under 1 above (for reportable

interest and dividend accounts created after 1985 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

FEB. 15, 2006 11:55AM

BARLETTA ENGINEERING

NO 358 P. 26

Client# 3424

ACHIEVE

DATE ISSUED/MM/DD/YY  
7/27/05**ACORD CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER  
**William Gallagher Associates  
 Insurance Brokers, Inc.  
 473 Atlantic Avenue  
 Boston, MA 02210**

INSURED  
**Achieve Telecom Network of MA, L.C.  
 40 Shawmut Road  
 Canton, MA 02021**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
 ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE  
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire & Marine Insurance Co.	24757
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERSSES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER/LINE LTD. INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY  <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/>  <b>GENERAL AGGREGATE LIMIT APPLIES PER</b> <b>POLICY</b> <input type="checkbox"/> PRO <input type="checkbox"/> LOC	VP04602273	03/03/05	03/03/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EX. AUTOMOBILE) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCT-L COMP FOR ADG \$2,000,000
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY ASTO	VP04602278	03/03/05	03/03/06	COMBINED SINGLE LIMIT (Ex. ACCIDENT) \$1,000,000  BODILY INJURY (Per person) 4  BODILY INJURY (Per accident) 5  PROPERTY DAMAGE (Per Accident) 5  AUTO-ONLY - EA ACCIDENT 3  OTHER THAN AUTO-ONLY: EA ACCIDENT ADD 3
	EXCESS/UMBRELLA LIABILITY  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION 2				EACH OCCURRENCE 5 AGGREGATE 5  5  5  5
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROVISIONS/FURTHER RELEVANT OFFER/PROMISE EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WVA4602803	07/26/05	03/03/06	WC STATUS: ON WC LIMITS: Ea E.L. BACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLCY LIMIT \$500,000
	OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS APPENDIX END/EXEMPTIONS/SPECIAL PROVISIONS

The City of Chelsea is listed as an Additional Insured under General Liability for the contract between the City of Chelsea and the Named Insured. A Waiver of Subrogation applies for both General Liability and Worker's Compensation/Employer's Liability.

## CERTIFICATE HOLDER

City of Chelsea

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MLL

© ACORD CORPORATION 1998

**ATTACHMENT E**

**TO DISTRICT'S LETTER  
OF APPEAL**



August 31, 2005

Thomas Kingston  
Superintendent of Schools  
Chelsea Public Schools  
City Hall - 500 Broadway  
Chelsea, MA 02150

Dear Superintendent Kingston:

The United States Distance learning Association (USDLA) is very pleased to reaffirm your grant approval subject to received funding from the USDLA K-12 Digital Divide Fund to cover your portion of the AchieveXpress Telecommunications distance-learning project that is not funded directly by E-rate. This letter is to inform you regarding the administration of this grant.

Exhibit I summarizes the project cost for your distance learning telecommunications service, and shows the amount of the USDLA grant for each year of your three-year contract subject to received funding. USDLA understands that the portion of your distance learning telecommunications service funded by E-rate will be paid directly to the vendor, Achieve Telecom Network of MA, LLC, by the Schools and Libraries Division (SLD) of the Federal Universal Service Administration commonly known as E-rate. The USDLA grant portion will also be paid directly to the vendor, Achieve Telecom, by the USDLA, subject to funding, utilizing the following procedures.

- 1) The vendor, Achieve Telecom Network of MA, LLC, will invoice you each month for your AchieveXpress telecommunications services. This invoice will show the total charges for the service and will also show the portion of current charges that is to be paid by E-rate. A copy of this invoice will automatically be sent by the vendor to the USDLA for processing of the non-E-Rate charges under your approved USDLA grant. You should not pay the balance due on your invoice for AchieveXpress services.
- 2) The vendor, Achieve Telecom Network of MA, LLC, will invoice the SLD monthly for the E-rate portion of your AchieveXpress telecommunications services.

- 3) Within 15 days of receipt of your Achieve Telecom invoice for AchieveXpress services, the USDLA Digital Divide Fund, which is subject to funding, will issue a payment to the vendor, Achieve Telecom Network of MA, LLC.
- 4) Your monthly invoice from the vendor, Achieve Telecom Network of MA, LLC will reflect E-Rate discounts taken and payments made from the USDLA Digital Divide Grant Funds.

If you have any questions regarding the grant process, please do not hesitate to contact me directly. If you have questions on your distance learning telecommunications service or invoice, please contact the vendor directly at 888 743-1144. Best wishes for a successful application with this new and very exciting distance learning technology initiative. I will be personally interested in tracking your progress.

Sincerely,  


John G. Flores, Ph.D.  
Chief Executive Officer

cc: Miguel Andreonola

enclosure (1)

**Exhibit 1: Details of USDLA Grant Payments**

**United States Distance Learning Association  
K-12 Digital Divide Fund  
Year 2005**

<b>Entity Information</b>	
<b>SLD Billed Entity Number:</b>	120548
<b>Applicant Name:</b>	Chelsea School District
<b>Address:</b>	500 Broadway
<b>City:</b>	Chelsea
<b>State:</b>	MA
<b>Zip:</b>	02150
<b>Contact Information</b>	
<b>SLD Contact:</b>	Gerald McCue
<b>Address:</b>	500 Broadway
<b>Chelsea, MA:</b>	02150
<b>Phone Number:</b>	617-889-8412
<b>District Contact:</b>	Miguel Andreottola
<b>Address:</b>	180 Walnut St.
<b>Chelsea, MA:</b>	02150
<b>Phone Number:</b>	617-889-8463
<b>Type of Application:</b>	District
<b>Discount Funding Requests</b>	
<b>FCDL Issue Date:</b>	June 27, 2005
<b>SLD FRN:</b>	1232738
<b>Category of Service:</b>	Telecommunications Service
<b>SLD 4TO Application Number:</b>	118560000524783
<b>Service Provider Name:</b>	Achieve Telecom Network of MA, LLC
<b>SLD SPIN:</b>	143028781
<b>Total Monthly Charges:</b>	\$3,750.00
<b>Number of Months of Service:</b>	36 Months
<b>Annual Charges:</b>	\$45,000.00
<b>One-Time Charges:</b>	\$150.00
<b>Total Year 1 Charges:</b>	\$45,150.00
<b>E-Rate Discount Percentage:</b>	80%
<b>USDLA Grant Year 2005:</b>	\$8,030.00
<b>USDLA Year 1 Monthly Reimbursement:</b>	\$30 installation (one time) + \$750/month Telecommunications Charge
(Subject to funding)	

**ATTACHMENT F**

**TO DISTRICT'S LETTER  
OF APPEAL**



## Schools and Libraries Division

September 8, 2008

Miguel Andreottois  
Chelsea School District  
V: 617-466-5213  
F: 617-889-8463  
E: miguelan@bu.edu

**Response Due Date: September 23, 2008**

The Special Compliance Review (SCR) team is in the process of reviewing applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. To complete our review, we need some additional information. The information needed to complete the review is listed below.

**During the course of review, it was determined that other entities who selected Achieve Telecom of MA, LLC, SPIN 143026761, relied on United States Distance Learning Association (USDLA) grants to pay their non discount share. USAC needs to know if Chelsea School District has also used these grants in any Funding Year (FY), specifically FY 2005 and 2006.**

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

**It is important that we receive all of the information requested within 15 calendar days so we can complete our review. Failure to respond may result in a reduction, denial, or rescinding of funds. If you need additional time to prepare your response, please let me know as soon as possible.**

Thank you for your cooperation and continued support of the Universal Service Program.

Jennifer Baumann  
Special Compliance Reviewer  
USAC, Schools and Libraries Division  
Phone: 973.561.6726  
Fax: 973.599.6552  
E-mail: [jbauman@sl.universalservice.org](mailto:jbauman@sl.universalservice.org)

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